

DOUGLAS F. CARLSON
 PO Box 191711
 San Francisco CA 94119-1711
 (415) 956-9567
 doug.carlson@sbcglobal.net
 Plaintiff
 Pro se

E-filing

UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

DOUGLAS F. CARLSON
 Plaintiff

v.

UNITED STATES POSTAL SERVICE
 Defendant

Civil Action,
 File No. **CV 11 3145**
)
) COMPLAINT FOR ORDER
) TO PRODUCE RECORDS
) AND FOR INJUNCTIVE RELIEF
)

MEJ

Intradistrict Assignment. Plaintiff resides in San Francisco County. This case should be assigned to the San Francisco or Oakland Division.

FREEDOM OF INFORMATION ACT CLAIMS

1. **Jurisdiction.** The Freedom of Information Act claims arise under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. This court has jurisdiction pursuant to 5 U.S.C. § 552(a)(4)(B).

2. Defendant is an agency of the United States government subject to FOIA.

First FOIA Claim for Relief

3. On May 5, 2009, plaintiff mailed a FOIA request ("Request #1") to defendant. Exhibit F-1.

4. In a letter dated May 21, 2009, defendant refused to disclose records responsive to plaintiff's Request #1.

1 5. In a letter dated May 30, 2009, plaintiff submitted a timely administrative appeal
2 to defendant.

3 6. In a letter dated July 7, 2009, defendant responded to plaintiff's administrative
4 appeal and refused to disclose records responsive to plaintiff's Request #1.

5 7. Defendant improperly withheld records that plaintiff requested in Request #1.

6 **Second FOIA Claim for Relief**

7 8. On May 20, 2010, plaintiff submitted a FOIA request ("Request #2") to
8 defendant at defendant's Internet Web site, *www.usps.gov*. Exhibit F-2.

9 9. In a letter dated June 18, 2010, defendant refused to disclose records responsive
10 to plaintiff's Request #2.

11 10. In a letter dated June 25, 2010, plaintiff submitted a timely administrative appeal
12 to defendant.

13 11. In a letter dated September 27, 2010, defendant responded to plaintiff's
14 administrative appeal and refused to disclose records responsive to plaintiff's Request #2.

15 12. Defendant improperly withheld records that plaintiff requested in Request #2.

16 **Third FOIA Claim for Relief**

17 13. On August 5, 2010, plaintiff submitted a FOIA request ("Request #3") to
18 defendant at defendant's Internet Web site, *www.usps.gov*. Exhibit F-3.

19 14. In a letter dated September 21, 2010, defendant refused to disclose records
20 responsive to plaintiff's Request #3.

21 15. In a letter dated September 25, 2010, plaintiff submitted a timely administrative
22 appeal to defendant.

1 16. In a letter dated October 19, 2010, defendant responded to plaintiff's
2 administrative appeal and refused to disclose records responsive to plaintiff's Request #3.

3 17. Defendant improperly withheld records that plaintiff requested in Request #3.

4 **Fourth FOIA Claim for Relief**

5 18. On August 15, 2010, plaintiff submitted a FOIA request ("Request #4") to
6 defendant at defendant's Internet Web site, *www.usps.gov*. Exhibit F-4.

7 19. In a letter dated September 2, 2010, defendant estimated a fee of \$7,581.00 to
8 provide the records that plaintiff requested. Defendant did not provide any records to
9 plaintiff.

10 20. On September 18, 2010, plaintiff mailed a timely administrative appeal to
11 defendant.

12 21. In a letter dated October 19, 2010, defendant determined that the fee estimate of
13 \$7,581.00 was reasonable. Defendant did not provide any records to plaintiff.

14 22. Defendant's fee estimate or requirement is unreasonable.

15 23. Defendant's fee estimate or requirement is designed to impede plaintiff's access
16 to records under FOIA.

17 24. Defendant's fee estimate or requirement violates FOIA.

18 25. Defendant's fee estimate or requirement fails to comply with 39 C.F.R.
19 § 265.9(a), which requires defendant to use the most-efficient and least-costly methods
20 available to it when complying with requests for records under FOIA.

21 26. Defendant improperly withheld the records that plaintiff requested in Request
22 #4.

Fifth FOIA Claim for Relief

27. On August 31, 2010, plaintiff submitted a FOIA request ("Request #5") to defendant at defendant's Internet Web site, *www.usps.gov*. Exhibit F-5.

28. In a letter dated September 17, 2010, defendant estimated a fee of \$12,609.00 to provide the records that plaintiff requested. Defendant did not provide any records to plaintiff.

29. On September 25, 2010, plaintiff mailed a timely administrative appeal to defendant.

30. In a letter dated October 22, 2010, defendant determined that the fee estimate of \$12,609.00 was reasonable. Defendant did not provide any records to plaintiff.

31. Defendant's fee estimate or requirement is unreasonable.

32. Defendant's fee estimate or requirement is designed to impede plaintiff's access to records under FOIA.

33. Defendant's fee estimate or requirement violates FOIA.

34. Defendant's fee estimate or requirement fails to comply with 39 C.F.R. § 265.9(a), which requires defendant to use the most-efficient and least-costly methods available to it when complying with requests for records under FOIA.

35. Defendant improperly withheld the records that plaintiff requested in Request #5.

General FOIA Claims

36. Plaintiff has exhausted his administrative remedies.

1 37. Defendant has a policy or practice of not complying with FOIA in responding to
2 plaintiff's FOIA requests.

3 38. Defendant acted arbitrarily or capriciously in processing plaintiff's FOIA
4 requests and in withholding the records that plaintiff requested.

5 **Relief Requested for FOIA Claims**

6 39. WHEREFORE, plaintiff requests an order from the court requiring defendant to
7 provide the records that defendant improperly withheld from plaintiff.

8 40. With respect to FOIA Claims for Relief #4 and #5, plaintiff requests an order
9 requiring defendant to estimate and charge only a reasonable fee, if any fee, to provide
10 the records that plaintiff requested.

11 41. Plaintiff requests injunctive relief to require defendant to comply with FOIA in
12 processing future FOIA requests from plaintiff.

13 42. Pursuant to 5 U.S.C. § 552(a)(4)(E), plaintiff requests reimbursement of
14 litigation costs.

15 **BREACH OF CONTRACT CLAIMS**

16 43. **Jurisdiction.** This court has jurisdiction over breach of contract claims when
17 the defendant is the United States. 28 U.S.C. § 1346(a).

18 44. Defendant is an agency of the United States government.

19 45. On or about May 1, 2010, plaintiff and defendant entered into a settlement
20 agreement ("Settlement Agreement"). Exhibit B-1.

21 46. Pursuant to the Settlement Agreement, and for the duration of the Settlement
22 Agreement, defendant agreed in paragraph III.3 of the Settlement Agreement to "issue a

1 moratorium on (a) elimination of Saturday collections from any collection box in the
2 nation and (b) changes in collection times to an earlier time of the day for any collection
3 box on any day of the week.” Plaintiff and defendant agreed in the Settlement
4 Agreement that defendant “may provide for case-specific modifications where
5 exceptional circumstances warrant, upon a written request, justification, and approval
6 process by Postal Service Headquarters.”

7 47. The Settlement Agreement is a valid contract enforceable by law.

8 48. Defendant violated paragraph III.3 of the Settlement Agreement. Defendant’s
9 violations were knowing and material.

10 49. Defendant declined plaintiff’s informal request to remedy the breach of contract
11 that violations of paragraph III.3 constituted.

12 50. Plaintiff provided written notice of this dispute to defendant pursuant to
13 paragraph III.13 of the Settlement Agreement and otherwise complied with the terms of
14 paragraph III.13 of the Settlement Agreement.

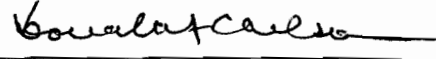
15 **Relief Requested for Breach of Contract Claims**

16 51. WHEREFORE, plaintiff requests an order from the court imposing or extending
17 the moratorium described in paragraph III.3 of the Settlement Agreement for a length of
18 time at least as long as the length of time during which defendant violated paragraph III.3
19 of the Settlement Agreement, requiring defendant to approve “case-specific modifica-
20 tions” to the moratorium only where “exceptional circumstances warrant,” and, for
21 collection times that were improperly changed during the moratorium, requiring
22 defendant to restore the collection times to the times that existed before the change.

1 52. Plaintiff requests further relief as the court deems just and proper.

2 Respectfully submitted,

3 Dated: June 24, 2011

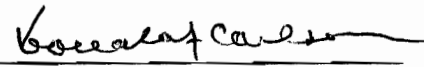
A handwritten signature in cursive script, appearing to read "Douglas F. Carlson", is written over a horizontal line.

4 DOUGLAS F. CARLSON
5 Plaintiff
6

CERTIFICATION PURSUANT TO CIVIL L.R. 3-16

Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Dated: June 24, 2011



DOUGLAS F. CARLSON

EXHIBIT F-1

PO Box 1911
San Francisco CA 94119-1711
May 5, 2009

Ms. Jennifer Weaver
FOIA Officer
United States Postal Service
Office of the Inspector General
1735 N Lynn Street
Arlington VA 22209-2020

Re: Freedom of Information Act Request

Dear Ms. Weaver:

Pursuant to the Freedom of Information Act (FOIA), please send me a copy, in hard-copy format, of Office of the Inspector General audit report NO-AR-09-003 (External First-Class Measurement System) and audit report NO-AR-09-002 (Timeliness of Mail Processing at the San Juan Processing and Distribution Center). In addition, I request the following two records described below that are referenced in the PDF version of audit report NO-AR-09-002 that is posted at the Office of the Inspector General Web site:

1. PDF page 28 contains a document from Steven J. Forte, vice president, Area Operations for the New York Metro Area, that refers to "Attachment #1", the "USVI Red Label Collection Dispatch Reporting Procedure." Please provide this document or attachment;
2. PDF page 30 reflects a subsequent page of the letter from Mr. Forte promising to advise the Office of the Inspector General of a decision on the cost-effectiveness of placing a biohazard detection system in the U.S. Virgin Islands. Please provide records from the New York Metro Area that are in the custody of the Office of the Inspector General that relate to the information on this subject that the New York Metro Area provided to the Office of the Inspector General after January 15, 2009.

At this time, I am not willing to pay any fees for the provision of these records. According to FOIA, fees shall not be charged for the first 100 pages of duplication and the first two hours of search time. If fees will need to be charged, please notify me in advance.

I look forward to receiving the records that I have requested within 20 working days of the date on which you receive this request, as FOIA requires.

Please contact me if you need to clarify any part of my request.

Thank you for your time.

Sincerely,



Douglas F. Carlson

EXHIBIT F-2

PO Box 191711
San Francisco CA 94119-1711
May 20, 2010

SUBMITTED ON-LINE AT WWW.USPS.GOV

Ms. Jane Eyre
Manager
Records Office
United States Postal Service
475 L'Enfant Plz SW Rm 5846
Washington DC 20260-5846

Re: Freedom of Information Act Request — FY10-11 Request #8

Dear Ms. Eyre:

Pursuant to the Freedom of Information Act (FOIA), I request all records that describe, analyze, discuss, or otherwise relate to actual or estimated net cost savings or net additional expenses from the current practice of sending outgoing First-Class Mail from the San Jose Processing and Distribution Center to the Oakland Processing and Distribution Center for processing on Saturdays or from the former practice of sending outgoing First-Class Mail from the Oakland Processing and Distribution Center to the San Jose Processing and Distribution Center for processing on Saturdays.

At this time, I am not willing to pay any fees for the provision of these records. According to FOIA, fees shall not be charged for the first 100 pages of duplication or the first two hours of search time. If fees will need to be charged, please notify me in advance.

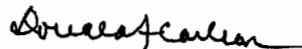
If the Postal Service will charge me any fees for providing paper copies of the records, I request the records in a PC-readable electronic format if the fees for providing the records in a PC-readable electronic format would be lower than the fees for providing paper copies of the records. One of possibly many acceptable PC-readable electronic formats would be one or more files in PDF format, provided to me on a CD-ROM.

I look forward to receiving the records that I have requested within 20 working days of the date on which you receive this request, as FOIA requires.

Please contact me if you need to clarify any part of my request.

Thank you for your time.

Sincerely,



Douglas F. Carlson

EXHIBIT F-3

PO Box 191711
San Francisco CA 94119-1711
August 5, 2010

Ms. Jane Eyre
Manager
Records Office
United States Postal Service
475 L'Enfant Plz SW Rm 5846
Washington DC 20260-5846

Re: Freedom of Information Act Request — FY10-11 Request #11

Dear Ms. Eyre:

Pursuant to the Freedom of Information Act (FOIA), please send me a copy of every record, including e-mail messages, in electronic or hard-copy format, in the custody of the Pacific Area office that relates to collection schedules, collection boxes, or collection services located outside the Irving Street Station in San Francisco, California.

In addition, pursuant to 39 C.F.R. § 265.7(a)(3), I am electing to advise you that I am seeking these records to allow me to evaluate collection services to determine the extent to which the Postal Service is providing collection services consistent with the national service standards for collections — a matter of significant public interest and import.

At this time, I am not willing to pay any fees for the provision of these records. According to FOIA, fees shall not be charged for the first 100 pages of duplication or the first two hours of search time. If fees will need to be charged, please notify me in advance. Please begin the search in the office of the acting manager of Delivery Programs Support.

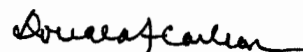
If the Postal Service will charge me any fees for providing paper copies of the records, I request the records in a PC-readable electronic format if the fees for providing the records in a PC-readable electronic format would be lower than the fees for providing paper copies of the records. One of possibly many acceptable PC-readable electronic formats would be one or more files in PDF format, provided to me on a CD-ROM.

I look forward to receiving the records that I have requested within 20 working days of the date on which you receive this request, as FOIA requires.

Please contact me if you need to clarify any part of my request.

Thank you for your time.

Sincerely,



Douglas F. Carlson

EXHIBIT F-4

PO Box 191711
San Francisco CA 94119-1711
August 15, 2010

Ms. Jane Eyre
Manager
Records Office
United States Postal Service
475 L'Enfant Plz SW Rm 5846
Washington DC 20260-5846

Re: Freedom of Information Act Request — FY10-11 Request #12

Dear Ms. Eyre:

Pursuant to the Freedom of Information Act (FOIA), please send me a copy of records that, individually or collectively, will indicate the volume of mail collected on any day of the week from collection boxes under the jurisdiction of the post office in Oakland, California. For any collection box, examples of responsive records include, but are not limited to, the average weekday volume, the average Saturday volume, the volume collected on a particular weekday, and the volume collected on a particular Saturday. For records in a printed format or a format that can be printed using software commonly found on a personal computer such as Microsoft Office applications, Notepad, or Wordpad, I specifically request access to all information that appears on the existing printed pages or that will be printed on each page when the page containing the responsive volume information is printed using the software application's standard, default print function (without selecting restricting options such as printing only the selection). This request includes records relating to collection boxes that have been removed from service.

In addition, pursuant to 39 C.F.R. § 265.7(a)(3), I am electing to advise you that I am seeking these records to allow me to evaluate collection service to determine the extent to which the Postal Service is providing collection service consistent with the national service standards for collections — a matter of significant public interest and import.

At this time, I am not willing to pay any fees for the provision of these records. According to FOIA, fees shall not be charged for the first 100 pages of duplication or the first two hours of search time. If fees will need to be charged, please notify me in advance. If a focus on records created in 2009 or 2010 would expedite the search, please begin your search for records created in 2009 or 2010 and work backwards in time, as necessary, to locate all responsive records.

If the Postal Service will charge me any fees for providing paper copies of the records, I request the records in a PC-readable electronic format if the fees for

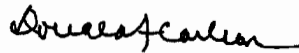
providing the records in a PC-readable electronic format would be lower than the fees for providing paper copies of the records. One of possibly many acceptable PC-readable electronic formats would be one or more files in PDF format, provided to me on a CD-ROM.

I look forward to receiving the records that I have requested within 20 working days of the date on which you receive this request, as FOIA requires.

Please contact me if you need to clarify any part of my request.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas F. Carlson", with a long horizontal stroke extending to the right.

Douglas F. Carlson

EXHIBIT F-5

PO Box 191711
San Francisco CA 94119-1711
August 31, 2010

Ms. Jane Eyre
Manager
Records Office
United States Postal Service
475 L'Enfant Plz SW Rm 5846
Washington DC 20260-5846

Re: Freedom of Information Act Request — FY10-11 Request #16

Dear Ms. Eyre:

Pursuant to the Freedom of Information Act (FOIA), please send me a copy of records that, individually or collectively, will indicate the volume of mail collected on any day of the week from collection boxes under the jurisdiction of the post office in Los Angeles, California. For any collection box, examples of responsive records include, but are not limited to, the average weekday volume, the average Saturday volume, the volume collected on a particular weekday, and the volume collected on a particular Saturday. For records in a printed format or a format that can be printed using software commonly found on a personal computer such as Microsoft Office applications, Notepad, or Wordpad, I specifically request access to all information that appears on the existing printed pages or that will be printed on each page when the page containing the responsive volume information is printed using the software application's standard, default print function (without selecting restricting options such as printing only the selection). This request includes records relating to collection boxes that have been removed from service.

In addition, pursuant to 39 C.F.R. § 265.7(a)(3), I am electing to advise you that I am seeking these records to allow me to evaluate collection service to determine the extent to which the Postal Service is providing collection service consistent with the national service standards for collections — a matter of significant public interest and import.

At this time, I am not willing to pay any fees for the provision of these records. According to FOIA, fees shall not be charged for the first 100 pages of duplication or the first two hours of search time. If fees will need to be charged, please notify me in advance. If a focus on records created in 2009 or 2010 would expedite the search, please begin your search for records created in 2009 or 2010 and work backwards in time, as necessary, to locate all responsive records.

If the Postal Service will charge me any fees for providing paper copies of the records, I request the records in a PC-readable electronic format if the fees for

Ms. Jane Eyre
August 31, 2010
Page 2

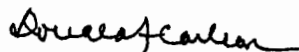
providing the records in a PC-readable electronic format would be lower than the fees for providing paper copies of the records. One of possibly many acceptable PC-readable electronic formats would be one or more files in PDF format, provided to me on a CD-ROM.

I look forward to receiving the records that I have requested within 20 working days of the date on which you receive this request, as FOIA requires.

Please contact me if you need to clarify any part of my request.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas F. Carlson".

Douglas F. Carlson

EXHIBIT B-1

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is entered into this 26 day of April, 2010, by and between Douglas Carlson, a natural person having an address at P.O. Box 191711, San Francisco, CA 94119-1711, and the United States Postal Service ("Postal Service"), an independent establishment of the executive branch of the United States government.

II. RECITALS

1. By letter dated August 10, 2009, enclosed as Attachment A to this Agreement, Mr. Carlson advised the General Counsel of the Postal Service that Mr. Carlson intended to file a complaint with the Postal Regulatory Commission ("Commission") under 39 U.S.C. § 3662, subject to the Commission's requirement under 39 C.F.R. § 3030.10(a)(9) that a complainant attempt to meet or confer with the Postal Service to resolve the issues underlying the intended complaint.

2. By email from Mr. Carlson to Jacob Howley, Attorney, Postal Service, dated September 3, 2009, enclosed as Attachment B to this Agreement, Mr. Carlson explained the specific bases for his intended complaint.

3. Since that time, Mr. Carlson and the Postal Service have met and conferred in good faith to achieve a resolution of the issues underlying Mr. Carlson's intended complaint, as required by 39 C.F.R. § 3030.10(a)(9).

4. Mr. Carlson and the Postal Service mutually desire to reach a full compromise of all potential claims and causes of action and further wish to avoid the expense, delay and inconvenience of unnecessary litigation at this time.

III. TERMS AND CONDITIONS

1. Mr. Carlson shall refrain from filing a complaint with the Commission pursuant to 39 U.S.C. § 3662 or in any state, federal or local agency or court related to the subjects discussed in Attachments A and B for the duration of the Agreement. Neither Mr. Carlson nor any person or entity acting in concert with, or in privity with, Mr. Carlson will reactivate, reinstitute, or otherwise prosecute or support, directly or indirectly, financial or otherwise, this or any similar action against USPS unless the court or other body entertaining such proceeding enters an order finding USPS to be in knowing and material violation of this Agreement.

2. Within 30 days of the effective date of this Agreement, the Postal Service shall provide Mr. Carlson with written information about the Postal Service's current service standards, policy, and guidelines for weekday and Saturday collection times for collection boxes located in business areas, as specified by Mr. Carlson in an email dated January 12, 2010, to Jacob Howley, Attorney, USPS Law Department.

3. For the duration of this Agreement, the Postal Service shall issue a moratorium on (a) elimination of Saturday collections from any collection box in the nation and (b) changes in

collection times to an earlier time of the day for any collection box on any day of the week. Notwithstanding the general moratorium, the Postal Service may provide for case-specific modifications where exceptional circumstances warrant, upon a written request, justification, and approval process by Postal Service Headquarters. This moratorium shall apply only to the extent that collection boxes exist, and nothing in this Agreement shall affect the Postal Service's ability to establish or remove collection boxes or to modify collection schedules in any way other than those described in the first sentence above. A courtesy copy of the memorandum announcing the moratorium shall be provided to Mr. Carlson within 30 days of its issuance.

4. The Postal Service shall include the following statement in the memorandum:

Current POM guidance was implemented in the early 1970s. In some cases, the POM and older correspondence have been ambiguous for some customers, members of the public, and postal managers. In particular, we understand how certain customers could have interpreted some Postal Service communications, including a 1999 memo by the Manager, Delivery Policies and Programs, William Bothwell, in a manner inconsistent with current official agency positions.

5. The Postal Service shall conduct density tests on all collection boxes listed in Attachment C, for the purpose of establishing to which collection boxes the applicable standards for collection service apply under Postal Operations Manual chapter 3. The Postal Service may either conduct new density tests or review already existing results of past tests, if those past tests were conducted in accordance with current standards. The Postal Service shall have up to ninety (90) days from the execution of this Agreement to conduct a density test for each collection box and an additional thirty (30) day period from the completion of each density test to implement any necessary changes which may be required, for a total period not to exceed one hundred and twenty (120) days.

6. The Postal Service shall provide Mr. Carlson with the results of each of the density tests within 30 days after the conclusion of the full test period. The data may be either in its raw form or in the form of outcome summaries. The Postal Service also shall notify Mr. Carlson of all changes in collection times implemented for collection boxes listed in Attachment C.

7. This Agreement shall expire 90 days after the Postal Regulatory Commission ("Commission") issues an advisory opinion under 39 U.S.C. § 3661(c) concerning a potential shift to five-day delivery and/or collection. This Agreement's expiration shall be subject to extension negotiated by mutual agreement of the parties.

8. This Agreement and compliance with this Agreement shall not be construed as an admission of liability or fault by the Postal Service or any of its agents, servants, or employees. The parties enter into this Agreement without any prejudice to their rights to raise any defense or argument in any proceeding. This agreement may be pled as a full and complete defense to any action or other proceeding, including any local, state or federal administrative action, involving any person or party which arises out of the claims released and discharged by this agreement.

9. This instrument shall constitute the entire agreement between the parties, and it is expressly understood and agreed that this Agreement has been freely and voluntarily entered into by the parties hereto. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Agreement. The persons signing this Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

10. Should any provision of this Agreement be declared or be determined by any federal agency and/or court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term or provision shall be deemed not to be a part of this Agreement.

11. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

12. This Agreement may not be altered, modified or otherwise changed in any respect except in writing, duly executed by both of the parties or their authorized representatives.

13. In the event of a dispute arising out of or relating to this Agreement, or in the event that a party to this Agreement believes that the other party has failed to comply with any term or condition of this Agreement, the party raising the dispute or seeking enforcement shall provide the other party to this Agreement with written notice of the dispute. The parties to this Agreement agree that they will meet and confer (by telephone or in person) at their earliest mutual convenience in a good-faith effort to resolve the contention before bringing any matter to a third party. If the parties are unable to resolve the contention within 30 days after the notice, a party may file a motion seeking the appropriate relief from a third party with jurisdiction to entertain the controversy.

ON BEHALF OF POSTAL SERVICE:

Signature:



Name:

Dean Granholm

Title:

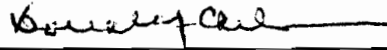
Vice President, Delivery & Post Office Operations

Date

04/26/10

ON BEHALF OF CARLSON:

Signature:



Name:

Douglas F. Carlson

Date

5-1-10